

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p><i>4.2.6 If, pursuant to Section 4.1.4, a Party elects to provision its own one way trunks, that Party will be responsible for the expense of providing such trunks for the delivery of Local Traffic and IntraLATA toll traffic to the other Party's IP.</i></p> <p><i>4.2.7 AT&amp;T shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an AT&amp;T-IP in any given LATA.</i></p> <p><i>4.2.8 In the event the traffic volume between a receiving Party's End Office and the originating Party's POI, which is carried by a Tandem-routed Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month the originating Party shall promptly establish new End Office one-way Traffic Exchange Trunk groups between the receiving Party's End Office and the originating Party's POI. For purposes of this paragraph, Verizon shall satisfy its End Office trunking obligations by</i></p>	

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				<p>handing off traffic to a AT&amp;T-IP.</p> <p><i>4.2.9 Upon mutual agreement of the Parties and where Verizon's existing billing systems currently support the billing of Local Traffic over Feature Group D trunks carrying Switched Exchange Access Service, AT&amp;T may combine its originating Local Traffic and IntraLATA Toll Traffic with Switched Exchange Access Service traffic on Feature Group D trunks. AT&amp;T shall report to Verizon all factors necessary for proper billing of such combined traffic. Such reporting requirements are provided in 5.6 of this Agreement.</i></p> <p><i>4.2.10 Under any of the architectures and methods of Interconnection described in this Section 4 and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply</i></p>	

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				<i>to such facilities.</i>	
I-2	<p>Can Verizon require WorldCom to receive Verizon traffic at a Verizon end office and then require WorldCom to transport that traffic back to the WorldCom network free of charge?</p> <p><u>VERIZON may not require that Cox eliminate its mileage-sensitive rate element as a component of its entrance facilities rate.</u></p>	<p>WorldCom rejects Section 7 of the Interconnection Attachment of Verizon's proposed contract.</p> <p><u>[Cox proposes to delete Verizon's proposed paragraphs 4.3.8 and 4.5.3.]</u></p>	<p>Verizon has proposed that WorldCom be required to establish multiple 'interconnection points' and that WorldCom receive Verizon traffic in each Verizon local calling area at these 'ip's'. Thus, Verizon proposes that WorldCom be required to bear the financial cost of transporting Verizon's originating traffic. This proposal is barred by 47CFR 51.703(b) and is fundamentally inconsistent with the concept of two co-carriers delivering their traffic to the network of the other carrier.</p> <p><u>POSITION:</u></p> <ul style="list-style-type: none"> <li>• <u>Verizon should not be allowed to shift the cost of transporting traffic from Verizon to Cox. The adoption of Verizon's proposal would limit Cox's transport charge to no more than a non-distance sensitive Entrance Facility charge, thereby precluding Cox from charging a mileage-sensitive rate element for those facilities, even though the costs of providing them vary by distance.</u></li> <li>• <u>In addition to requiring Cox to pay all of the costs of delivering its traffic to Verizon's interconnection points, Verizon proposes that Cox pay</u></li> </ul>	<p>2.1.2 CLEC may specify any of the following methods for interconnection with Verizon:</p> <p>2.1.2.1 a Collocation node **CLEC has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</p> <p>2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom **CLEC has contracted for such purposes; and/or</p> <p>2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the **CLEC POI to the Verizon-IP.</p> <p>2.1.3 Verizon may specify any of the following methods for interconnection with **CLEC:</p> <p>2.1.3.1 interconnection at a Collocation node that</p>	<p>Verizon may request WorldCom to establish an interconnection point ("IP") at a collocation cage at the end office if WorldCom establishes collocation at the relevant end office. Verizon would then hand-off the Verizon originated local traffic from that end office to WorldCom at the WorldCom collocation cage. Contrary to WorldCom's insinuations, Verizon's proposal does not affect WorldCom's network architecture. This proposal is an efficient use of resources among the two Parties' networks.</p> <p><u>If the Commission adopts the proposal outlined by Verizon in response to Issue I-1, this issue is moot. Nonetheless, if Verizon delivers traffic to a distant Cox POI that is not located at the Cox IP, then Cox should not be able to charge Verizon distance-sensitive rate elements. Cox's position is troubling because it does not allow Verizon to self-provision to the Cox IP. Thus, not only does Cox want Verizon to subsidize its POI choice but it does so in a manner that guarantees Cox the maximum revenue for that decision.</u></p>

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			<p><u>Verizon's costs for Verizon's transport of its traffic to Cox's interconnection points. This would occur if Cox is required to furnish Verizon a discount from Cox's tariffed transport rates, which include a mileage-sensitive rate element.</u></p> <p>• <u>Although Verizon attempts to defend its proposal based on differences in the network architecture employed by Cox and by Verizon, these differences are irrelevant to the resolution of this issue, and Verizon should not be permitted to create a discriminatory cost structure by imposing costs that are not applicable to Verizon.</u></p> <p>• <u>Verizon's proposal is inconsistent with the requirements of 47 C.F.R. § 51.703(b), as well as with the obligation of ILECs to make interconnection available at any technically feasible point under Section 251(c)(4) of the Act.</u></p> <p><u>DISPUTED ISSUES OF FACT:</u>  <u>In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</u></p>	<p><b>Collocation node that **CLEC has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</b></p> <p><b>2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by **CLEC; and/or</b></p> <p><b>2.1.3.3 a Collocation node or other operationally equivalent arrangement Verizon established at the **CLEC-IP ; and/or</b></p> <p><b>2.1.3.4 a Collocation node established separately at the **CLEC-IP by a third party with whom Verizon has contracted for such purposes; and/or</b></p> <p><b>2.1.3.5 an Entrance Facility leased from **CLEC (and any necessary multiplexing), to the **CLEC-IP.</b></p> <p><u>4.3.8 In recognition of the large number and variety of Verizon-IPs available for use by Cox, Cox's ability to select from among those</u></p>	

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			<p><u>ADMISSIONS/ STIPULATIONS: Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding. Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of discovery.</u></p>	<p>points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Cox-IPs available to Verizon to select from for similar purposes, Cox shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon-IP to a Cox-IP in any given LATA.</p> <p>4.5.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) Cox has identified as its initial Rating Point(s) in the LATA as the Cox-IP(s) in that LATA and shall designate a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the Cox-IP (as measured in airline miles utilizing the V and H coordinates method) as the Verizon-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a Verizon-IP to the Cox-IP, the Cox-IP shall be no further than a non-distance sensitive Entrance Facility away from the Verizon-IP.</p>	
I-3	<p>Can Verizon compel WorldCom, or any CLEC, to provide collocation to Verizon at WorldCom facilities?</p> <p><u>47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.223(a) do not permit VZ-VA to compel Cox to furnish VZ-VA collocation at Cox facilities in the</u></p>	<p>WorldCom rejects Verizon's proposed language.</p> <p><u>4.3.4 Verizon shall have the sole right and discretion to specify the following method for Interconnection at any of the Cox-IPs:</u></p>	<p>No. The Act and FCC regulations impose an obligation on incumbent LECs to provide collocation to requesting carriers. This obligation applies to incumbent LECs only. See 47 U.S.C. § 251(c)(6). These obligations cannot be imposed on a CLEC, <u>see</u> 47 C.F.R. § 51.223(a),</p>	<p>2.1.2 CLEC may specify any of the following methods for interconnection with Verizon:</p> <p>2.1.2.1 a Collocation node <b>**CLEC has established at the Verizon-IP pursuant to the Collocation</b></p>	<p>In order to provide efficient interconnection, Verizon should have the option of terminating traffic using its own facilities via a collocation arrangement with those of the Petitioners'. Absent an option to collocate, Verizon would be forced to purchase transport from the</p>

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	<p>same manner that VZ-VA, as an ILEC, is compelled to furnish collocation to Cox at VZ-VA facilities.</p> <p><i>Reciprocal Collocation Does AT&amp;T have an obligation to provide Verizon with collocation pursuant to Section 251(c)(6) of the Telecommunications Act of 1996?</i></p>	<p>(a) <u>an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.</u></p> <p><u>4.3.5 Verizon may order from Cox any Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.</u></p> <p><u>[Cox proposes to delete Verizon's proposed paragraph 13.10.]</u></p> <p><i>Specific contract terms and conditions on this subject are unnecessary and inappropriate as Verizon has no authority to require collocation at CLEC facilities.</i></p>	<p>unless the procedure set forth in Section 251(h)(2) of the Act for treating other carriers as incumbents has been followed. That procedure has not been instituted and the criteria outlined in Section 251(h)(2) are not present. A CLEC may voluntarily offer collocation to Verizon but the CLEC cannot be compelled to do so.</p> <p><u>POSITION:</u></p> <ul style="list-style-type: none"> <li><u>• The Act and the Commission's Rules make clear that the obligation to permit collocation of equipment necessary for interconnection or access to unbundled network elements applies only to ILECs, such as Verizon, and not to CLECs, such as Cox.</u></li> <li><u>• The Virginia Commission has held that CLECs cannot be required to offer collocation.</u></li> <li><u>• The Commission has not issued an order declaring that Cox shall be treated as an ILEC, and there is no basis on which the Commission could reasonably take such action.</u></li> <li><u>• Cox recognizes its general duty to interconnect under the Act and will make methods other than physical collocation available for Verizon's use in interconnecting.</u></li> </ul>	<p>Attachment; and/or</p> <p><b>2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom **CLEC has contracted for such purposes; and/or</b></p> <p><b>2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the **CLEC POI to the Verizon-IP.</b></p> <p><b>2.1.3 Verizon may specify any of the following methods for interconnection with **CLEC:</b></p> <p><b>2.1.3.1 interconnection at a Collocation node that **CLEC has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</b></p> <p><b>2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by **CLEC; and/or</b></p>	<p>Petitioners or from a third party vendor to fulfill its obligations to deliver traffic to the Petitioners' IP. Just as Verizon provides Petitioners with a number of options to facilitate interconnection, Petitioners should also provide Verizon with similar options. This is only fair.</p>

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			<p>• <u>Currently, Cox and Verizon employ a mid-span meet arrangement (described in agreed-to language at paragraph 4.4), whereby they each contribute to the construction of a single shared fiber ring, to interconnect their networks.</u></p> <p>• <u>In addition to the mid-span meet currently used by the parties, Cox offers to provide Verizon with leased entrance facilities for accomplishing interconnection; however, Cox is unwilling to shoulder the physical collocation obligations imposed on ILECs by the Act.</u></p> <p><u>DISPUTED ISSUES OF FACT:</u> <u>In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</u></p> <p><u>ADMISSIONS/ STIPULATIONS:</u> <u>Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding. Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of</u></p>	<p>by <b>**CLEC</b>; and/or</p> <p>2.1.3.3 a Collocation node or other operationally equivalent arrangement <b>Verizon established at the **CLEC-IP</b> ; and/or</p> <p>2.1.3.4 a Collocation node established separately at the <b>**CLEC-IP</b> by a third party with whom Verizon has contracted for such purposes; and/or</p> <p>2.1.3.5 an Entrance Facility leased from <b>**CLEC</b> (and any necessary multiplexing), to the <b>**CLEC-IP</b>.</p> <p>4.3.4 Verizon shall have the sole right and discretion to specify any of the following method for Interconnection at any of the Cox-IPs:</p> <p>(a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.</p> <p>(a) a physical, virtual or other alternative Collocation node Verizon establishes at the Cox-IP; and/or</p>	

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			<p><u>filed one week after the completion of discovery.</u></p> <p><i>ILECs have no right under the Act to collocate in CLEC premises. The obligation to provide collocation applies only to ILECs. A CLEC may voluntarily offer collocation to an ILEC but the CLEC cannot be compelled to do so.</i></p> <p><i>The collocation obligations and duties described in § 251(c)(6) of the Act pertain exclusively to incumbent local exchange carriers like Verizon. AT&amp;T, a competitive local exchange carrier – not an incumbent – is not bound by the collocation provisions of § 251(c)(6). Accordingly, AT&amp;T cannot be obligated to offer collocation on the terms described in § 251(c)(6) of the Act. See 47 U.S.C. 251(c)(6).</i></p>	<p>(b) <u>a physical, virtual or other alternative Collocation node established separately at the Cox-IP by a third party with whom Verizon has contracted for such purposes; and/or</u></p> <p>4.3.5 <u>Verizon shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a Cox-IP pursuant to Section 13.</u></p> <p>13.10 <u>Cox agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.</u></p> <p>4.2.2 <i>Verizon may specify any of the following methods for its originating traffic for Interconnection with AT&amp;T:</i></p> <p>4.2.2.1 <i>Interconnection at a Collocation node that AT&amp;T has established at a Verizon Wire Center pursuant to Section 13 of this Agreement; and/or</i></p> <p>4.2.2.2 <i>Interconnection at a Collocation node that has been established separately at a Verizon Wire Center by a third</i></p>	

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				<p>party and such third party has established facilities between the Verizon Wire Center and the AT&amp;T IP; and/or</p> <p><b>4.2.2.3</b> Via equipment Verizon places at the AT&amp;T premises in accordance with rates, terms and conditions which the Parties shall negotiate at Verizon's request; and/or</p> <p><b>4.2.2.4</b> Upon mutual agreement of the Parties, via equipment placed by a third party at the AT&amp;T-IP under separate terms and conditions between AT&amp;T and such third party with whom Verizon has contracted for such purposes; and/or</p> <p><b>4.2.2.5</b> An Entrance Facility leased from AT&amp;T (and any necessary multiplexing), to the AT&amp;T-IP.</p> <p><b>13.5</b> AT&amp;T agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.</p>	
I-4	Should the ICA contain provisions	TBD per negotiations on June 14,	Resolved by including in the	5.2.4 In the event the traffic volume	Verizon and WorldCom have

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	<p>specifying that MCIm may choose to establish trunking to any given End Office when there is sufficient traffic to route calls directly to such End Office and that the charge for such trunks, if they are not shared, shall be the transport charges for dedicated transport and that for shared trunks the charges will be shared by both Parties in proportion to their respective use of the shared trunk facility?</p> <p><u>Section 251(c)(2) of the Act does not permit VERIZON to dictate the volume of traffic on a trunk group used by Cox to send traffic to a VERIZON tandem switch for termination to a VERIZON end office.</u></p> <p>Can Verizon force AT&amp;T to establish a point of interconnection at a particular end office, when AT&amp;T traffic to that end office reaches a certain threshold traffic level.</p>	<p><b>2001.</b></p> <p><u>5.2.4 In the event the one-way Tandem-routed traffic volume between any two Cox and Verizon Central Office Switches at any time exceeds the CCS busy hour equivalent of three DS-1s for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service parameters set forth in Section 5.5.</u></p> <p><i>Specific contract terms and conditions on this subject are unnecessary and inappropriate as Verizon has no authority to require establishment of a point of interconnection, irrespective of traffic levels.</i></p>	<p>agreement modified Verizon-proposed language per negotiations on June 14, 2001.</p> <p><b>POSITION:</b></p> <ul style="list-style-type: none"> <li>• Section 251(c)(2) of the Act makes clear that Cox may choose its points of interconnection with Verizon.</li> <li>• The Commission allows CLECs to choose those points of interconnection (at the ILEC's tandem or end office) that will best enhance the CLEC's own efficiency (<i>First Report and Order</i>, 11 FCC Rcd at 15608 (Section 251(c)(2) of the Act permits CLECs "to make economically efficient decisions about where to interconnect").</li> <li>• Cox does not agree with Verizon's assertion that transporting Cox's traffic through Verizon's tandem switches contributes in any significant way to tandem capacity exhaust.</li> <li>• Cox has offered a moderate threshold based on the volume of three DS-1s (which equals 72 separate voice channels), above which the parties would agree to implement direct-end office trunking.</li> <li>• Verizon generates huge economies of scale due to the magnitude of its facilities. As a far smaller carrier,</li> </ul>	<p><u>between a Verizon End Office and the Cox POI, which is carried by a Final Tandem Local Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month, the originating Party shall promptly establish new End Office One-Way Local Interconnection Trunk groups between the Verizon End Office and the POI.</u></p> <p><b>4.2.8</b> <i>In the event the traffic volume between a receiving Party's End Office and the originating Party's POI, which is carried by a Tandem-routed Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month the originating Party shall promptly establish new End Office one-way Traffic Exchange Trunk groups between the receiving Party's End Office and the originating Party's POI. For purposes of this paragraph, Verizon shall satisfy its End Office trunking obligations by handing off traffic to a AT&amp;T-IP.</i></p>	<p>resolved this issue.</p> <p>If a Petitioner's traffic exceeds one DS1 level at any time, it should be required to provide direct end office trunking to ameliorate Verizon's tandem exhaustion problem, attributed to the increase traffic caused by CLECs. Verizon must ensure the integrity of its network. In order to accomplish this task, Verizon must make certain that its tandem resources are not depleted. The DS-1 level provides Verizon with this assurance. Moreover, as recently recognized by the New York PSC, the DS-1 level is an appropriate level to limit traffic at the tandem.</p>

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			<p><u>Cox is unable to achieve the lower costs and efficiencies that attend Verizon's ubiquitous operations. The significantly higher costs experienced by Cox in deploying its network must be taken into account when setting the traffic volumes that will trigger an obligation on Cox to build or acquire facilities connecting Cox's switches and Verizon's end offices.</u></p> <p>• <u>Verizon is compensated for its costs of providing tandem switching through the additional fees paid for that switching.</u></p> <p>• <u>Cox and most carriers ordinarily construct or acquire facilities packaged at the DS-3 level (28 DS-1s or 672 voice channels), when the volume of traffic justifies engineering a direct end-office interconnection. It would be extremely wasteful to devote such facilities to carrying only one DS-1 level of traffic, as proposed by Verizon.</u></p> <p><u>DISPUTED ISSUES OF FACT:</u>  <u>In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</u></p>		

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I-7	Verizon may not require that Cox engineer and/or forecast Verizon's trunk groups.	<p>10.3.1 The Parties will develop joint non-binding forecasting of trunk groups in accordance with this Section 10.3. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:</p> <p>(a) yearly forecasted trunk quantities for no less than a two-year period (current year plus one year); and</p>	<p><u>POSITION:</u></p> <ul style="list-style-type: none"> <li>• <u>Traffic forecasting is a collaborative process: each party, using its own engineering data regarding its outbound demand, contributes to an overall forecast of the interconnection trunking needed between networks.</u></li> <li>• <u>Cox has no access to Verizon's engineering data needed to forecast</u></li> </ul>	<p>10.3 Trunk Administration and Forecasting</p> <p><u>10.3.1 Trunk Administration. For Traffic Exchange Trunk groups, Cox will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Cox to Verizon; and Verizon will be responsible for</u></p>	Because Cox is the only Party who can project how much traffic it will receive from Verizon, they are the only Party who can provide trunking forecasts. For example, if Cox targets customers who primarily receive calls, most of those calls will come from Verizon customers, and Verizon will have to provide the facilities to deliver those calls to Cox. Verizon, however, does not have Cox's

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		<p>(current year, plus one year); and</p> <p>(b) the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.</p> <p>10.3.2 Descriptions of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 10.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Cox shall notify Verizon promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.</p> <p>10.3.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.</p> <p>10.3.4 At least once a year the</p>	<p>engineering data needed to forecast Verizon's traffic and Verizon has not offered either to provide such data or to reimburse Cox's costs if Cox were to provide such an engineering service for Verizon.</p> <ul style="list-style-type: none"> <li>• Cox has agreed to provide to Verizon a forecast of Cox's own outbound traffic and to provide to Verizon information about projected fluctuations in traffic demand.</li> <li>• In every interconnection agreement that Cox has executed with competitive ILECs and wireless service providers, the parties have agreed to forecast their own outbound traffic.</li> <li>• With the exception of Verizon-VA, in every interconnection agreement Cox has executed with other ILECs, including Verizon (formerly GTE) in California and Verizon-RI (formerly Bell Atlantic) in Rhode Island, the parties have agreed to forecast their own outbound traffic.</li> <li>• As recently as February of this year, Verizon freely negotiated interconnection agreements in other states in which it voluntarily accepted responsibility for forecasting its own traffic.</li> </ul>	<p>monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Verizon to Cox. Cox will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Cox to Verizon. Verizon will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Verizon to Cox. When Cox is aware of unusual events affecting the volume of traffic and required trunks in either direction (e.g., Cox signs up a new Information Services Provider), Cox will contact Verizon to plan and implement (if necessary) new trunk groups and trunk group additions.</p> <p>10.3.2 Trunk Forecasts. Within ninety (90) days of the Effective Date, Cox shall provide Verizon a two (2) year traffic forecast of all Traffic Exchange Trunk groups over the next eight (8) quarters in accordance with the Verizon CLEC Interconnection Trunking Forecast Guide. Because the Customer segments and service segments within Customer segments to whom Cox markets its services are the</p>	<p>marketing information and, thus, does not have the necessary information to forecast how many calls Verizon customers will make to the Cox customer. Cox should provide Verizon with trunk forecasts to ensure that trunk groups do not exceed their design blocking threshold and to ensure adequate switching infrastructure deployment to meet Petitioners' service requirements within standard intervals. The forecasts are based upon Cox's business plans and marketing strategy. Because Cox is the only Party privy to this information, it should provide Verizon with trunk forecasts.</p>

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		<p>Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous twelve (12) months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 10.1. When a condition of excess capacity is identified, Verizon will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with Cox for possible network efficiency adjustment.</p> <p>10.3.5 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that either Party reasonably believes would have a materially adverse effect on either Party's provision of services.</p>	<p>• The contract language that Cox proposes substantially matches the forecasting language that Verizon recently agreed to in these other states.</p> <p><u>DISPUTED ISSUES OF FACT:</u> In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</p> <p><u>ADMISSIONS/ STIPULATIONS:</u> Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding. Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of discovery.</p>	<p>most significant factors affecting the number of trunks needed to handle traffic volume in both directions, the Cox trunk forecast will include trunk groups carrying traffic from Cox to Verizon, and trunk groups carrying traffic from Verizon to Cox. Cox's forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. Cox's forecast shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLL1 codes for Cox-IP's and Verizon-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative). Verizon agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4.</p>	
III-1	<p><b>Should Verizon be required to provide transit service at TELRIC-based rates?</b></p> <p><i>Tandem Transit Service Does Verizon have an obligation to provide transit service to AT&amp;T for the exchange of local traffic with other carriers, regardless of the level of</i></p>	<p>Attachment IV, Section 10 et seq.</p> <p><b>10. Third Party Transit Traffic</b></p> <p><b>10.1 IntraLATA traffic from third party LECs, CLECs, or CMRS providers will be routed over Local Interconnection Trunk Groups.</b></p>	<p>Section 251 (a) of the Act imposes upon each telecommunications carrier the duty to "interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers." The concept of indirect interconnection necessarily involves the use of a third carrier's facilities to connect</p>	<p><b>11. Tandem Transit Traffic</b></p> <p><b>11.1 As used in this Section 11, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on **CLEC's network, and is transported through a Verizon</b></p>	<p>While Verizon is not required to carry transit traffic, traffic that neither originates or terminates to a Verizon customer, Verizon has voluntarily agreed to provide this service. Verizon, however, is only willing to deliver transit traffic to third-party carriers up to the level of a DS-1 per third party carrier. Despite Verizon's</p>

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	<i>traffic exchanged between AT&amp;T and the other carriers?</i>	<p>10.2 Verizon shall terminate all traffic destined to its network from third party LECs, CLECs, or CMRS providers in the LATA delivered to Verizon's network by MCIIm.</p> <p>10.3 Verizon shall pass all traffic delivered from MCIIm destined to third party LECs, CLECs, or CMRS providers in the LATA.</p> <p>10.4 Verizon shall pass all traffic delivered from third party LECs, CLECs, or CMRS providers in the LATA destined to MCIIm's network or LECs, CLECs, or CMRS providers subtending MCIIm's Switch.</p> <p>10.5 Tandem Transit Switching Rate. When either Party uses the other Party's network to pass a local call to a third party LEC, CLEC, or CMRS provider, it shall pay a Tandem Transit Switching Rate equal to the tandem switching rate element set forth in Attachment I.</p> <p>10.6 Transit Signaling. MCIIm may choose to route SS7 signaling information (e.g., ISUP, TCAP) from MCIIm's signaling network to another CLEC's signaling network via Verizon's signaling network for the purpose of exchanging call</p>	<p>the two interconnecting carriers. If the third carrier, in this case Verizon, can unilaterally refuse to provide transit service, it can prevent indirect interconnection from occurring.</p> <p>The FCC has addressed the issue of indirect interconnection and has held that telecommunications carriers subject to section 251 (a) are permitted to interconnect either directly or indirectly, based upon their most efficient technical and economic choices. The Commission noted that two non-incumbent LECs could interconnect with one another indirectly via interconnection with an incumbent LECs network. The Commission also noted that "direct interconnection, however, is not required under section 251 (a) of all telecommunications carriers." The Act does not mandate direct interconnection between non-dominant carriers—and there is no basis for Verizon's attempt to compel such direct interconnection.</p> <p>When transit service is provided, the tandem switching rate is the appropriate compensation.</p>	<p>Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CRMS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which **CLEC delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.</p> <p>11.2 Tandem Transit Traffic Service provides **CLEC with the transport of Tandem Transit Traffic as provided below.</p> <p>11.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 3 through 6. **CLEC shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.</p>	<p>willingness to provide this service, WorldCom and AT&amp;T want more. They want Verizon to provide them with transit service without any volume restrictions, obviating any need for them to directly interconnect with third-party carriers. There is no basis for Verizon to go beyond what it has offered AT&amp;T and WorldCom. The DS-1 level appropriately limits congestion at Verizon's tandems to the benefit of all users of the public switched telephone network. Once AT&amp;T and WorldCom's traffic volumes to third-party carriers go beyond the DS-1 level, they should be encouraged to negotiate interconnection agreements with that third-party carrier because the level of traffic warrants it. If there are no volume restrictions on the transit service Verizon provides to them, they have no incentive to directly interconnect with third-party carriers.</p>

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		<p>processing/network information between MCI and the other CLEC's network, whether or not Verizon has a trunk to the terminating switch, provided that, where Verizon does not have such a trunk, MCI furnishes Verizon with:</p> <p>10.6.1 the destination point codes (DPCs) of all the CLEC switches to which it wishes to send transit signaling;</p> <p>10.6.2 the identity of the STPs in Verizon's network in which each DPC will be translated; and</p> <p>10.6.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.</p> <p>Please refer to AT&amp;T's proposed Schedule 4 was attached to AT&amp;T's Petition for Arbitration.</p>	<p>Verizon's claim that transit service is a voluntary offering that it can refuse to provide by imposing either time or capacity restrictions is contrary to law. Verizon has an obligation to provide transit service pursuant to its interconnection obligations set forth in the Act. AT&amp;T, and not Verizon, has the right to decide whether it is preferable to direct connect with individual CLECs, ICOS, CMRS or wireless providers (collectively "CLECs") or to indirectly connect to the CLEC by purchasing tandem transit service from Verizon. Much of AT&amp;T's transit traffic is destined for other ILECs in territories not served by AT&amp;T. These ILECs have the same monopoly power in their territories as Verizon in its territory, and share incentives to demand unreasonable rates, terms, and conditions of interconnection. Verizon's proposal should be rejected, because, if it is accepted, AT&amp;T would be compelled to reach agreement and lose leverage vis-à-vis these ILECs.</p>	<p>The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.</p> <p>11.4 **CLEC shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If **CLEC does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to **CLEC.</p> <p>11.5 **CLEC shall pay Verizon for Transit Service that **CLEC originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC,</p>	

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				<p>imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.</p> <p>11.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls.</p> <p>11.7 If or when a third party carrier's Central Office subtends a **CLEC Central Office, then **CLEC shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to **CLEC as defined in this Section 11 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a **CLEC Central Office ("Reciprocal Tandem Transit Service"). **CLEC shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable</p>	

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				<p>than those provided in this Section 11.</p> <p><b>11.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.</b></p> <p><b>7.2 Tandem Transit Traffic Service ("Transit Service")</b></p> <p><b>7.2.1 Transit Service provides AT&amp;T with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.</b></p> <p><b>7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. AT&amp;T shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow</b></p>	

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				<p><i>the Exchange Message Interface ("EMI") standard and exchange records between the Parties.</i></p> <p><b>7.2.3</b> <i>AT&amp;T shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates Telephone Exchange Service traffic (originated by AT&amp;T) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by AT&amp;T with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.</i></p> <p><b>7.2.4</b> <i>Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DSI level volume of calls to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&amp;T's Tandem Transit Traffic exceeds</i></p>	

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				<p><i>the Threshold Level, upon receipt of a written request from AT&amp;T, Verizon shall continue to provide Tandem Transit Service to AT&amp;T (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&amp;T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate Tandem Transit Traffic Service to AT&amp;T with respect to the subject third party carrier, provided however, that if AT&amp;T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&amp;T such subject carrier has failed to enter into such an arrangement; and (iii)</i></p>	

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				<p>immediately upon the expiration of the Transition Period, AT&amp;T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&amp;T, AT&amp;T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.</p> <p>7.2.5 Except as otherwise provided in Section 7.2.4 hereof, if AT&amp;T does not implement and provide notice to Verizon of the implementation of the reciprocal Telephone Exchange Service arrangement as specified in Section 7.2.3 above within one hundred eighty (180) days of the initial traffic exchange with the relevant third party carrier(s), then, in addition to any and all</p>	

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				<p><i>Tandem Transit Service rates and charges provided for in this Agreement, AT&amp;T shall pay Verizon the monthly Transit Service Billing Fee, as set forth in Exhibit A hereto, for each such carrier in respect of which AT&amp;T has not entered into such an arrangement.</i></p> <p><b>7.2.6</b> <i>AT&amp;T shall pay Verizon for Transit Service that AT&amp;T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.</i></p> <p><b>7.2.7</b> <i>If or when a third party carrier's Central Office subtends an AT&amp;T Central Office, then AT&amp;T shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to AT&amp;T as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends an AT&amp;T Central Office ("Reciprocal Transit</i></p>	

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				<p><i>Service"). AT&amp;T shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.</i></p> <p><b>7.2.8</b> <i>Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.</i></p>	
III-2	<p><b>Should Verizon be required to provide transit service at TELRIC-based rates?</b></p> <p><i>Should transit services be priced at TELRIC, regardless of the level of traffic exchanged between AT&amp;T and other carriers?</i></p>	<p><b>See III-1</b></p> <p><i>Please refer to AT&amp;T's proposed Schedule 4 was attached to AT&amp;T's Petition for Arbitration.</i></p>	<p><b>See III-1.</b></p> <p><i>As demonstrated in Issue III.1, Verizon has an obligation to provide transit service as part of its interconnection obligations pursuant to §§ 251(c)(2)(A) and (B). Transit service is nothing more than interconnection for traffic between CLECs. Interconnection, in turn, must be priced pursuant to the pricing standards set forth in § 252(d)(1). Verizon's charges for tandem service do not meet the pricing standards of § 251(d)(1). Therefore, Verizon's proposal should not be adopted. AT&amp;T's proposal, on the other hand, is entirely consistent with the law and adequately compensates Verizon for its costs. AT&amp;T has agreed to compensate Verizon for the cost of the transit services, (including all</i></p>	<p><b>11.5 **CLEC shall pay Verizon for Transit Service that **CLEC originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.</b></p> <p><b>11.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier</b></p>	<p>As indicated in response to Issue III-1, Verizon provides this service to Petitioners as an accommodation. It provides transit services at TELRIC-based rates up to a traffic level of a DS-1 per third-party carrier. If, however, the Petitioners insist that Verizon provide tandem transit services beyond the DS-1 level, Verizon would be willing to do so, for a limited time, subject to additional charges that are not necessarily TELRIC-based. While Verizon is willing to provide transit services at TELRIC-based rates up to the DS-1 level, there is no basis to require Verizon to provide this service beyond the DS-1 level at TELRIC. The charges that Verizon levies upon Petitioners makes Verizon whole for the services it provides.</p>

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			<p>trunking and billing costs Verizon may experience in providing transit services), but not for any additional charges. AT&amp;T's proposal takes into account Verizon's concern that, because compensation is paid on traffic delivered for termination, the terminating carrier may seek recovery for traffic from Verizon. AT&amp;T's proposal provides that AT&amp;T will compensate Verizon for all charges relating to such traffic levied by the terminating carrier.</p>	<p>exceeds one (1) DS1 level volume of calls.</p> <p>7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&amp;T's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AT&amp;T, Verizon shall continue to provide Tandem Transit Service to AT&amp;T (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&amp;T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for</p>	

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				<p><i>each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate Tandem Transit Traffic Service to AT&amp;T with respect to the subject third party carrier, provided however, that if AT&amp;T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&amp;T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&amp;T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&amp;T, AT&amp;T shall continue to pay Verizon (a) a monthly "Transit Service</i></p>	

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